

# EXHIBIT 2

In the matter of the Arbitration between:

August 22, 2011

ACE AMERICAN INSURANCE COMPANY

Vs.

Panorama Towers II, LLC

### FINAL ORDER

In 2004, Panorama Towers II ("Panorama") was developing a condominium tower in Las Vegas, Nevada. In response to the construction of this tower, Ace American Insurance Company ("Ace") offered a contract to Panorama entitled, "Funded Multi-Line Deductible Program" ("Program"). The Program included a General Liability Policy and a Worker's Compensation Policy. Panorama signed the Program (which was effective on March 15, 2005) on June 28, 2005 and Ace signed on July 25, 2005. An Addendum to the Program was also entered into between Panorama and Ace. Pursuant to the Program, Ace provided Panorama with insurance coverage from March 15, 2005 through December 31, 2008.

Pursuant to the Program, Ace sent an invoice to Panorama in January 2010 which reflected an outstanding balance owed by Panorama under the Program, totaling \$ 145,687.00. Panorama did not pay the invoice by the due date of January 21, 2010. Panorama has never paid the outstanding balance.

On May 24, 2010, Ace sent Panorama a Demand for Arbitration in accordance with Article IV, Section 5 of the Program which outlines the manner in which disputes between the parties or claims should be resolved.

In accordance with Article IV, Section 5 of the Program, Mr. John L. Costigan was appointed by Ace as one of the arbitrators. Mr. Steven M. Janove was also appointed by Ace as one of the arbitrators as a consequence of Panorama's failure to respond to Ace's (or the attorneys representing Ace) request that Panorama participate in the arbitration. The record reflects the many attempts which were undertaken by either Ace or the attorneys representing Ace to notify Panorama of the arbitration and solicit Panorama's participation in the arbitration.

Mr. Timothy M. Yessman was appointed by Messrs. Costigan and Janove on July 28, 2010 to serve as the third arbitrator. Subsequent to his appointment and through the period ending with the final hearing on the merits (held on June 1, 2011,) Mr. Yessman sent several letters addressed to Panorama soliciting Panorama's participation in the arbitration, including the organizational meeting, periodic conference calls and the final hearing on the merits. Mr. Yessman used addresses for Panorama found in the Program documents or provided by counsel for Ace. Panorama did not respond to the letters and did not participate in the organizational meeting, periodic conference calls or the final hearing on the merits.

The arbitrators held an organizational meeting on September 21, 2010 during which Ace and the attorneys representing Ace participated. Periodic conference calls among the Panel and with Ace and

the attorneys representing Ace were held from September 21, 2010 through June 1, 2011 in order that appropriate preparation for the hearing on the merits was undertaken.

The arbitrators convened a hearing on the merits on June 1, 2011 at the office of Magna Legal Services, which is located in Philadelphia, Pennsylvania. Representatives from Ace and the attorneys representing Ace were present. The arbitrators heard testimony from Ms. Mary Simons and Mr. Alex Rakoff (the "Ace Witnesses") related to the Program and the computation of the unpaid balance due and owing as of January 21, 2010. The Ace Witnesses also testified:

- Panorama had previously paid all amounts due and owing under the Program prior to January 2010;
- Panorama never substantively challenged the amount due on the outstanding balance due to Ace;
- Panorama never provided a substantive explanation for the failure to pay the outstanding balance due to Ace; and

The arbitrators also admitted a binder of exhibits as documents which relate to the contractual relationship between Panorama and Ace as well as the unpaid balance which Ace seeks from Panorama. Subsequent to the hearing and after receipt of additional documents from Ace which were requested by the arbitrators at the hearing, the arbitrators deliberated among themselves by teleconference.

As a consequence of their deliberations with each other and after a review of the evidence, the arbitrators have concluded that Panorama breached its contractual obligations to Ace under the Program by Panorama's failure to pay amounts due and owing under the contract as of January 21, 2010.

The arbitrators order Panorama to pay \$ 145,687.00 as damages due to the breach of contract. The Panel also orders Panorama to pay \$ 37,150.19 in interest which is at the rate of 1.5%, per month since the breach on January 21, 2010 and \$ 9,359.35 in attorney fees, fees which Ace incurred as a consequence of undertaking this arbitration.

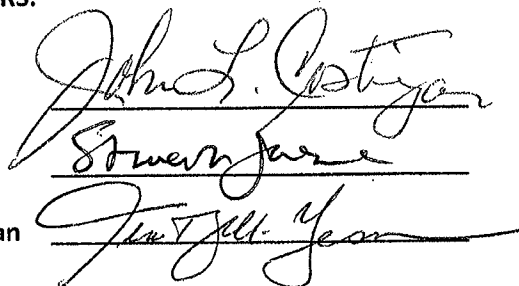
IT IS SO ORDERED.

BY THE ARBITRATORS:

John L. Costigan

Steven M. Janove

Timothy M. Yessman

The block contains three handwritten signatures in black ink, each written over a horizontal line. The first signature is for John L. Costigan, the second for Steven M. Janove, and the third for Timothy M. Yessman. The signatures are cursive and somewhat stylized.